ized: as in the former, it is appointed pursuant to condemnation by administrative order; it does not pass upon the right to condemn; though its award does not *per se* bind either party, the owner may appeal to a duly constituted court, where the award if affirmed is entered as a judgment against the city. As in judicial proceedings, it is appointed by a duly constituted court; its proceedings are not *ex parte*, and are legal in form; an appeal is heard upon the pleadings, proceedings, and evidence had before the "court of condemnation". It seems established that determining just compensation is a judicial function, Cooley, Const. Lim. (7th ed.) 817; *Monongahela Navigation Co.* v. *United States* (1893) 148 U. S. 312, 327, 13 Sup. Ct. 622, and bodies for that purpose may be appointed by the judiciary, 2 Conn. Rev. Stat. 1918, c. 277, § 5186, with which *cf.* Conn. Constitution, Art. 2 and Art 5, § 1; N. Y. Constitution, Art. 1, § 7; 26 Stat. 492, c. 1001, § 3, but they are commonly called commissions or boards of appraisers. The fact that a tribunal is by statute called a "court" does not so constitute it, see proposed opinion of Taney, C. J., in *Gordon* v. *United States* (1864) 117 U. S. 697, 699, and in view of the mixed nature of the "court" in question, it is submitted that the holdings in the principal case are sound, especially since they accord with previous authority. *Norwich Gas & Electric Co.* v. *City of Norwich* (1904) 76 Conn. 565, 57 Atl. 746.

CONSTITUTIONAL LAW—FEDERAL HOMESTEAD ACT—EXEMPTIONS.—Section 4 of the Homestead Act, U. S. Rev. Stat. § 2296, provides that lands acquired under the Act shall not become liable to the satisfaction of debts contracted prior to the issuing of the patent therefor. Such lands are granted to the patentee in fee simple. The defendant had obtained a judgment against the plaintiff in the state courts of Idaho, after the issuance of the patent to the plaintiff, upon indebtedness incurred prior to the issuance of the patent. *Held,* Holmes J. dissenting, the statute is constitutional, therefore a judgment lien on the land was invalid. *Ruddy* v. *Rossi* (1918) 39 Sup. Ct. 46.

The holding in the principal case has long been anticipated by state and lower federal courts. *Gile* v. *Hallock* (1873) 33 Wis. 523; *Miller* v. *Little* (1874) 47 Cal. 348; *Seymour* v. *Sanders* (C. C. 1874) 21 Fed. Cas. No. 12690. Nevertheless, it involves conflicting principles of law. The statute is a federal interference with the execution of a judgment of a state court upon land belonging, at the time the judgment was rendered, to a citizen of the state, although on a cause of action accruing when the land belonged to the United States. In matters of municipal concern, the power of the states is plenary and exclusive. *Cooper* v. *Roberts* (1855) 59 U. S. 173, 182; *Pollard's Lessee* v. *Hagan* (1845) 44 U. S. 212, 223. Where Congress granted land to a state expressly for a certain purpose, the state had power subsequently to apply it to another purpose, *Alabama v. Schmidt* (1914) 232 U. S. 168, 34 Sup. Ct. 301; *Cooper* v. *Roberts, supra,* for a grant of land extinguishes all the grantor's rights. *Alabama* v. *Schmidt, supra; Fletcher* v. *Peck* (1810) 10 U. S. 87, 137. On the other hand, Congress has full regulatory and dispositive powers over territory belonging to the United States. U. S. Constitution, Art. IV, § 3, cl. 2; Art. I, § 8, cl. 18; *cf. McCulloch* v. *Maryland* (1819) 17 U. S. 316, 421. It may dispose of public land as it sees fit, *United States* v. *Gratiot* (1840) 39 U. S. 526, 538; it may allot Indian lands to an Indian citizen of a state, subject to restrictions against alienation and incumbrances, *Tiger* v.

Western Investment Co. (1911) 221 U. S. 286, 31 Sup. Ct. 578, see *Matter of Heff* (1905) 197 U. S. 488, 509, 25 Sup. Ct. 506; and may in other cases exercise ancillary control over subject matter which has passed beyond its direct jurisdiction, in order to insure the carrying out of its intentions. *McDermott* v. *Wisconsin* (1913) 228 U. S. 115, 33 Sup. Ct. 431; see *Hipolite Egg Co.* v. *United States* (1911) 220 U. S. 45, 31 Sup. Ct. 364. It is submitted that the Act in question is an instance of the exercise of such power, and hence should be sustained.

CONTRACTS—AGREEMENT TO PROCURE GOVERNMENT CONTRACT—PUBLIC POLICY.—The plaintiff agreed with the defendant uniform manufacturer to procure government contracts, his compensation to be two per cent of the amount received by defendant from the government. *Held,* the contract was void as being in contravention of public policy. *Beck* v. *Bauman* (1918) 105 Misc. 584, 173 N. Y. Supp. 772.

It has been the policy of the courts to declare invalid contracts which involve or imply the resort to improper means in influencing governmental action, *Veazey* v. *Allen* (1903) 173 N. Y. 359, 66 N. E. 103, whether exercised by legislative bodies or administrative departments. See *Providence Tool Co.* v. *Norris* (1864) 69 U. S. 45, 55; *Hazelton* v. *Sheckells* (1905) 202 U. S. 71, 79, 26 Sup. Ct. 567. Political pressure and social solicitation are recognized as such improper means, see *Marshall* v. *Baltimore & O. Ry.* (1853) 57 U. S. 314, and contracts for lobbying services have never been upheld. *Hyland* v. *Oregon Hassam Paving Co.* (1914) 74 Ore. 1, 144 Pac. 1160; *Crichfield* v. *Bermudez Asphalt Paving Co.* (1898) 174 Ill. 466, 51 N. E. 552. On the other hand, it is clear on theory and authority that agreements for legitimate professional services are valid. So contracts have been upheld in which a plaintiff was to make bids to a city and use honest efforts for procuring street paving contracts for the defendant company, *Durham* v. *Hastings Paving Co.* (1900) 56 App. Div. 244, 67 N. Y. Supp. 632, *aff'd.* without opinion in 189 N. Y. 500, 81 N. E. 1163; but *cf. Crichfield* v. *Bermudez Asphalt Paving Co., supra;* where an agent's work was to draft a bill, openly to explain it to a legislative committee, and to ask to have it introduced, *Cheseborough* v. *Conover* (1893) 140 N. Y. 384, 35 N. E. 633; and where a broker procured government contracts for a blanket manufacturer. *Winpenny* v. *French* (1869) 18 Oh. St. 469. In none of these cases was personal influence required or intended; and although where the compensation for the services are contingent upon success, the inference may be strong that improper methods are to be attempted, see *Providence Tool Co.* v. *Norris, supra,* such contracts are not necessarily invalid. *Cf. Faltz* v. *Cogswell* (1890) 86 Cal. 542, 25 Pac. 60; *Cheesborough* v. *Conover, supra; Durham* v. *Hastings Paving Co., supra; Oscanyan* v. *Winchester Arms Co.* (1880) 103 U. S. 261. In the principal case it is, however, to be inferred that the work of the plaintiff was not solely to apprize the governmental department of the merits of the military equipment manufactured by the defendant, but to bring influence personal or political to bear on the officials to secure the contract; and his compensation being entirely contingent on the success of his services there is an added element pointing to the invalidity of the agreement. The decision reached, therefore, is sound and especially so in view of the extraordinary conditions at the time which demanded a total absence of any sinister tampering with the activities of the government in its prosecution of the war.